

IN ORDER TO PARTICIPATE IN LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ("LFUCG") AUTOMATIC DEBIT PAYMENT SERVICE ("**AUTOPAY**"), YOU ARE REQUIRED TO ACCEPT THE FOLLOWING TERMS & CONDITIONS ("**TERMS & CONDITIONS**"):

The LFUCG **AUTOPAY** service is run in accordance with all applicable laws and the Operating Rules and Guidelines (the "Operating Rules") of the National Automated Clearing House Association. By accepting these Terms & Conditions, you agree that: (a) you have read, understand, and agree to these Terms & Conditions, and that this agreement constitutes a "writing signed by you" under applicable laws and the Operating Agreement, (b) you consent to the electronic delivery of the disclosures contained in these Terms & Conditions, and (c) you have verified the accuracy of any routing numbers, account numbers or other banking information supplied by you to the LFUCG in order to participate in the **AUTOPAY** service. In the event of any inconsistencies between these Terms & Conditions and applicable law or the Operating Rules, applicable law and the Operating Rules shall govern.

You understand and agree that variances in water consumption whether through normal use or due to leaks, faulty plumbing or other reasons, may result in unexpectedly high sewer bills, and you accept responsibility to interrupt the automatic debit payment process, if so desired, while resolving any billing issues or disputes. LFUCG accepts no responsibility for overdraft or other charges that may be incurred if for any reason funds are not available for an authorized draft. Beginning in September, billing questions, issues, and disputes should be directed to (phone number will be provided in September) or you may write to LEXserv, 4747 Spring Grove Avenue, Cincinnati, Ohio 45232-1986.

You must continue to manually pay your bill until enrollment is complete and confirmed by LFUCG via email notification to you.

By accepting these Terms & Conditions, you authorize LFUCG to automatically debit your banks checking or savings account, based on the information you provide, each billing period for the full amount of your bill. You authorize the financial institution that holds your bank account to deduct such payments. The approved funds will be transferred within 1 to 2 business days. Once a payment request has been submitted by LFUCG to your financial institution, the status of the payment remains "pending" until payment confirmation has been received and deemed successful. You understand that if your electronic payment is rejected for any reason, LFUCG may charge a return item fee (where applicable), charge late fees (where applicable), and to cancel the **AUTOPAY** service after the second rejection in a 12-month period.

You agree to keep your email address and all account and other banking information correct and current within LFUCG's online system. You understand that you must be an active LFUCG customer with a LFUCG utility bill to be eligible for the **AUTOPAY** service. LFUCG is not responsible for the unsuccessful delivery of emails or declined payments due to incorrect information.

Participation in **AUTOPAY** service is subject to LFUCG's sole discretion and approval. You understand that LFUCG reserves the right, upon written notification, to terminate your participation in this payment option. LFUCG may terminate this option at any time, as authorized by applicable law and the Operating Rules. You agree that LFUCG is not liable for incorrect bill statements or faulty debits to your account. Should an error in the bill statement occur, you must provide verbal or written notice to LFUCG detailing the nature of the error.

You understand that you can cancel the **AUTOPAY** service with LFUCG at anytime online by accessing AUTOMATIC BILL PAYMENT CANCELTION at lexingtonky.gov/lexserv or by sending email to autopay.lexserv@lexingtonky.gov or by written correspondence sent to LEXserv, 4747 Spring Grove Ave, Cincinnati, Ohio 45232, Attention: Customer Services.

LFUCG reserves the right to update or modify these Terms & Conditions at any time.